

## On Bank Letterhead

(DATE)

RE: Ground Lease dated September 28, 1983, by and among the Town of Addison, Texas, a municipal corporation (the "City", the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., a Texas corporation, as Landlord (the City now being the sole Landlord under the Lease, the "Base Lease" (as defined in the Ground Lease) having expired, and the City alone being referred to herein as the "Landlord") and Parkway Jet, Inc., as tenant; the said Ground Lease then having been conveyed to Franklin First Federal Savings Bank by Substitute Trustee's Deed executed May 7, 1991; the said Ground Lease then having been assigned by Franklin First Federal Savings Bank to Aquila Leasing Company; the said Ground Lease then having been assigned by Aquila Leasing Company to C. C. Hangar L. P. the "Tenant" by that Assignment Agreement entered into on September 22, 2004, the said Ground Lease having been amended by that First Amendment to Ground Lease made effective September 22, 2004 (the said Ground Lease, as amended by the said First Amendment to Ground Lease, being referred to herein as the "Ground Lease") whereby Landlord leases to Tenant certain real property (the "Real Property") located at 4575 Claire Chennault at Addison Airport in Dallas County, Texas, as specifically described in the Ground Lease (and being approximately 1.138 acres in Dallas County, Texas), and being generally described as the "Demised Premises" in the Terms and Conditions set forth in the Ground Lease as amended.

Gentlemen/Mesdames:

SNB Bank of Dallas, a division of Stillwater National Bank (the "Bank") intends to make a loan to Claire Chennault Partners, LLP, a Texas, limited liability company, which loan (the "Loan") in the amount of \$\_\_\_\_\_ will be secured by, among other things a lien against the leasehold interest of Tenant in the Real Property created pursuant to a leasehold deed of trust (the "Leasehold Deed of Trust") to be executed by Tenant to \_\_\_\_\_, as Trustee for the benefit of Bank, which Deed of Trust shall be subordinate and inferior to the Ground Lease and Landlord's lien (contractual and statutory) and other rights thereunder and all terms and conditions thereof, which Deed of Trust shall be in substantially the form of the Deed of Trust attached hereto.

The Bank has advised Tenant that Bank requires the written acknowledgment of Landlord to the execution by Tenant of the above-described Deed of Trust and the written acknowledgment and consent of the Landlord to the statements set forth in this letter.

Therefore, by executing the enclosed copy of this letter and returning it to the undersigned, Landlord hereby specifically states as follows:

1. Landlord takes notice of the Leasehold Deed of Trust and the subordinate and inferior lien provided for therein being impressed solely against the leasehold interest of Tenant in the Real Property.
2. To the best of Landlord's actual knowledge, the Ground Lease has not been modified, altered or amended except as described herein.

3. Landlord has no actual knowledge of the existence of any lien against the Real Property other than that created by the Ground Lease and any lien for taxes as may be provided by law.
4. Landlord will give to Bank, at the address of Bank specified in this letter or at such other address as Bank may hereafter designate in writing to Landlord, prompt written notice of any default by Tenant under the Lease simultaneously with the giving of such notice to Tenant, and Bank shall have the right, but not the obligation, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make such payment as may be necessary or appropriate to cure any such default so specified. Landlord shall not exercise Landlord's right to terminate the lease without first giving Bank the notice provided for herein and affording Bank the right to cure such default as provided for herein.
5. For the purposes of this letter, any notice to Bank may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in United States mail, postage prepaid, registered, or certified mail, return receipt requested, addressed to Bank at the above-described address.
6. If Bank or a third party (provided such third party is approved by Landlord in accordance with the terms of the Lease for approval of an assignee) succeeds to the interest of Tenant in and to the Lease and the Real Property by means of foreclosure under the Deed of Trust, by means of a transfer in lieu of such foreclosure, or by any other means due to the failure or inability of Tenant to pay the Loan secured by the Deed of Trust, Landlord shall thereafter accept, recognize and treat Bank or such approved third party as the tenant under the Lease and Landlord shall continue to perform all of its obligations under the Lease. Bank may thereafter, with the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, assign its leasehold right, title, and interest in and to the Ground Lease. For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord withholding consent, it shall be deemed to be reasonable for Landlord to withhold its consent when any one or more of the following apply:
  - (a) the proposed assignee is of a character or of a reputation or is engaged in a business which is not consistent with the master or strategic plan of Addison Airport as determined by Landlord;
  - (b) the proposed assignee has not demonstrated sufficient financial responsibility or creditworthiness to the satisfaction of Landlord in light of the duties, obligations, and responsibilities of the tenant under the Ground Lease at the time when the consent is requested;
  - (c) the proposed assignee's intended use of the demised premises as defined in the Ground Lease is inconsistent with the Ground Lease;
  - (d) the proposed assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party or to which Landlord or the Addison Airport is subject (including, without limitation, any grant agreements or grant assurances of the Federal Aviation Administration or any other governmental entity or agency);
  - (e) if at any time consent is requested or at any time prior to the granting of consent,

tenant is in default under the Ground Lease or would be in default under the Ground Lease but for the pendency of a grace or cure period; or

(f) the proposed assignee does not intend to occupy the entire demised premises as described in the Ground Lease and conduct its business therefrom for a substantial portion of the then remaining term of the Ground Lease.

For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord delaying consent, it shall be deemed to be reasonable for Landlord to delay its consent for a period of 45 days after the receipt by Landlord of all information requested by Landlord regarding or in connection with the proposed assignment and the proposed assignee.

7. To the actual knowledge of Landlord no rent has been paid more than thirty (30) days in advance of its due date.

Very truly yours,

(Name of Bank)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged and consented to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF ADDISON, TEXAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Cc: Real Estate Manager  
Addison Airport  
16051 Addison Road, Suite 220  
Addison, Texas 75001